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UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 LUIS A. ROMERO,
16 aka "Luis A. Romero-
Navarette,"
17 aka "Luis A. Romero-
Navarrete,"
18

19 Defendant.

No. 8:24-cr-00098-FWS

PLEA AGREEMENT FOR DEFENDANT
LUIS A. ROMERO

20 1. This constitutes the plea agreement between LUIS A. ROMERO,
21 also known as ("aka") LUIS A. ROMERO-NAVARETTE, aka LUIS A. ROMERO-
22 NAVARRETE ("defendant") and the United States Attorney's Office for
23 the Central District of California ("the USAO") in the above-
24 captioned case. This agreement is limited to the USAO and cannot
25 bind any other federal, state, local, or foreign prosecuting,
26 enforcement, administrative, or regulatory authorities.
27
28



DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information charging defendant with one count of wire fraud, in violation of 18 U.S.C. § 1343.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with Pretrial Services, the United States Probation Office, and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant lacks the ability to pay and prior to sentencing submits a completed financial statement on a form to be provided by the USAO.

h. Defendant agrees to liquidate and transfer all crypto assets to the Clerk of the Court to be applied to defendant's restitution obligation at or before the time of sentencing.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

1 a. Not contest facts agreed to in this agreement.

2 b. Abide by all agreements regarding sentencing contained
3 in this agreement.

4 c. At the time of sentencing, provided that defendant
5 demonstrates an acceptance of responsibility for the offense up to
6 and including the time of sentencing, recommend a two-level reduction
7 in the applicable Sentencing Guidelines offense level, pursuant to
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
9 additional one-level reduction if available under that section.

10 d. Recommend that defendant be sentenced to a term of
11 imprisonment no higher than the low end of the applicable Sentencing
12 Guidelines range, provided the total offense level is 18 or higher.
13 For purposes of this agreement, the low end of the Sentencing
14 Guidelines range is that defined by the Sentencing Table in U.S.S.G.
15 Chapter 5, Part A.

16 NATURE OF THE OFFENSE

17 4. Defendant understands that for defendant to be guilty of
18 the crime charged in the single-count information, that is, wire
19 fraud, in violation of Title 18, United States Code, Section 1343,
20 the following must be true: (1) defendant knowingly participated in,
21 devised, or intended to devise a scheme or plan to defraud, or a
22 scheme or plan for obtaining money or property by means of false or
23 fraudulent pretenses, representations, or promises; (2) the
24 statements made or facts omitted as part of the scheme were material;
25 that is, they had a natural tendency to influence, or were capable of
26 influencing, a person to part with money or property; (3) defendant
27 acted with the intent to defraud; that is, the intent to deceive and
28 cheat; and (4) defendant used, or caused to be used, a wire

1 communication to carry out or attempt to carry out an essential part
2 of the scheme.

3 PENALTIES AND RESTITUTION

4 5. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of Title 18, United States
6 Code, Section 1343 is: 20 years' imprisonment; a three-year period of
7 supervised release; a fine of \$250,000 or twice the gross gain or
8 gross loss resulting from the offense, whichever is greatest; and a
9 mandatory special assessment of \$100.

10 6. Defendant understands that supervised release is a period
11 of time following imprisonment during which defendant will be subject
12 to various restrictions and requirements. Defendant understands that
13 if defendant violates one or more of the conditions of any supervised
14 release imposed, defendant may be returned to prison for all or part
15 of the term of supervised release authorized by statute for the
16 offense that resulted in the term of supervised release, which could
17 result in defendant serving a total term of imprisonment greater than
18 the statutory maximum stated above.

19 7. Defendant understands that defendant will be required to
20 pay full restitution to the victim of the offense to which defendant
21 is pleading guilty. Defendant agrees that, in return for the USAO's
22 compliance with its obligations under this agreement, the Court may
23 order restitution to persons other than the victim of the offense to
24 which defendant is pleading guilty and in amounts greater than those
25 alleged in the count to which defendant is pleading guilty. In
26 particular, defendant agrees that the Court may order restitution to
27 any victim of any of the following for any losses suffered by that
28 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.

1 § 1B1.3, in connection with the offense to which defendant is
2 pleading guilty. The parties currently believe that the applicable
3 amount of restitution is approximately \$1,032,852.74, but recognize
4 and agree that this amount could change based on facts that come to
5 the attention of the parties prior to sentencing.

6 8. Defendant understands that, by pleading guilty, defendant
7 may be giving up valuable government benefits and valuable civic
8 rights, such as the right to vote, the right to possess a firearm,
9 the right to hold office, and the right to serve on a jury.

10 Defendant understands that once the court accepts defendant's guilty
11 plea, it will be a federal felony for defendant to possess a firearm
12 or ammunition. Defendant understands that the conviction in this
13 case may also subject defendant to various other collateral
14 consequences, including but not limited to revocation of probation,
15 parole, or supervised release in another case and suspension or
16 revocation of a professional license. Defendant understands that
17 unanticipated collateral consequences will not serve as grounds to
18 withdraw defendant's guilty plea.

19 9. Defendant understands that, if defendant is not a United
20 States citizen, the felony conviction in this case may subject
21 defendant to: removal, also known as deportation, which may, under
22 some circumstances, be mandatory; denial of citizenship; and denial
23 of admission to the United States in the future. The court cannot,
24 and defendant's attorney also may not be able to, advise defendant
25 fully regarding the immigration consequences of the felony conviction
26 in this case. Defendant understands that unexpected immigration
27 consequences will not serve as grounds to withdraw defendant's guilty
28 plea.

FACTUAL BASIS

10. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 12 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Defendant operated Zera Financial LLC ("Zera Financial") located in Westminster, California. Through a public website, mobile application, Instagram account, and word of mouth, defendant advertised Zera Financial as a "unique financial provider" that helps investors "acquire healthy financial growth through the accumulation of savings." Defendant offered investors the opportunity to deposit money with Zera Financial, promised a 3% fixed monthly return, and represented that investors could withdraw their returns at any time.

Beginning in or around January 2021 and continuing until at least in or around August 2023, in Orange County, within the Central District of California, and elsewhere, defendant, knowingly and with intent to defraud, devised, participated in, and executed a scheme to obtain money and property from investors of Zera Financial by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

Defendant, through Zera Financial, solicited investors to deposit money with Zera Financial, promising a fixed monthly return. Defendant told investors that their investments were secured by the

1 Federal Deposit Insurance Corporation ("FDIC") and, even if Zera
2 Financial collapsed, investors would receive their initial investment
3 from the FDIC.

4 In reality, Zera Financial was not insured by the FDIC and
5 defendant ROMERO paid returns using other investor funds in a Ponzi-
6 like fashion. Based on the fraudulent scheme above, defendant caused
7 approximately 86 investors to lose over \$1 million.

8 In furtherance of the scheme, on or about January 26, 2023,
9 defendant caused the transmission of \$35,000 from investor N.V.G.'s
10 Charles Schwab account to Zera Financial's U.S. Bank account located
11 in Irvine, California for an investment in Zera Financial. This fund
12 transfer was processed through two data centers located in New Jersey
13 and Texas.

14 SENTENCING FACTORS

15 11. Defendant understands that in determining defendant's
16 sentence the Court is required to calculate the applicable Sentencing
17 Guidelines range and to consider that range, possible departures
18 under the Sentencing Guidelines, and the other sentencing factors set
19 forth in 18 U.S.C. § 3553(a). Defendant understands that the
20 Sentencing Guidelines are advisory only, that defendant cannot have
21 any expectation of receiving a sentence within the calculated
22 Sentencing Guidelines range, and that after considering the
23 Sentencing Guidelines and the other § 3553(a) factors, the Court will
24 be free to exercise its discretion to impose any sentence it finds
25 appropriate up to the maximum set by statute for the crime of
26 conviction.

27 12. Defendant and the USAO agree to the following applicable
28 Sentencing Guidelines factors:

Base Offense Level:	7	U.S.S.G. § 2B1.1(a) (1)
Loss > \$550,000:	+14	U.S.S.G. § 2B1.1(b) (1) (H)
More than 10 victims:	+2	U.S.S.G. § 2AB1.1(b) (2) (A) (1)
Acceptance of Responsibility:	-3	U.S.S.G. § 3E1.1(a) & (b)
0 Point Offender:	-2	U.S.S.G. § 4C1.1(a) ¹
Total Offense:	18	

13. The USAO will agree to a two-level downward adjustment for acceptance of responsibility (and, if applicable, move for an additional one-level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the conditions set forth in paragraph 2 are met and if defendant has not committed, and refrains from committing, acts constituting obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as discussed below. Subject to paragraph 25, defendant and the USAO agree not to seek, argue, or suggest in any way, either orally or in writing, that any other specific offense characteristics, adjustments, or departures relating to the offense level be imposed. Defendant agrees, however, that if, after signing this agreement but prior to sentencing, defendant were to commit an act, or the USAO were to discover a previously undiscovered act committed by defendant prior to signing this agreement, which act, in

¹ Based on the information known to the parties, defendant qualifies for the Zero-Point Offender adjustment set forth in USSG § 4C1.1. The parties understand and agree, however, that their stipulation to this adjustment is conditioned on defendant's eligibility for the adjustment based on his lack of scorable criminal history under the United States Sentencing Guidelines. In the event that additional information comes to light demonstrating that defendant has in fact sustained prior convictions rendering him ineligible, the parties agree that the government is free to recommend that this Court not include the adjustment in its calculation of defendant's Total Offense Level.

1 the judgment of the USAO, constituted obstruction of justice within
2 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the
3 enhancement set forth in that section and to argue that defendant is
4 not entitled to a downward adjustment for acceptance of
5 responsibility under U.S.S.G. § 3E1.1.

6 14. Defendant understands that there is no agreement as to
7 defendant's criminal history or criminal history category.

8 15. Defendant and the USAO reserve the right to argue for a
9 sentence outside the sentencing range established by the Sentencing
10 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
11 (a)(2), (a)(3), (a)(6), and (a)(7).

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 16. Defendant understands that by pleading guilty, defendant
14 gives up the following rights:

15 a. The right to persist in a plea of not guilty.

16 b. The right to a speedy and public trial by jury.

17 c. The right to be represented by counsel - and if
18 necessary have the court appoint counsel - at trial. Defendant
19 understands, however, that, defendant retains the right to be
20 represented by counsel - and if necessary have the court appoint
21 counsel - at every other stage of the proceeding.

22 d. The right to be presumed innocent and to have the
23 burden of proof placed on the government to prove defendant guilty
24 beyond a reasonable doubt.

25 e. The right to confront and cross-examine witnesses
26 against defendant.

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,
8 Fourth Amendment or Fifth Amendment claims, and other pretrial
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION

11 17. Defendant understands that, with the exception of an appeal
12 based on a claim that defendant's guilty plea was involuntary, by
13 pleading guilty defendant is waiving and giving up any right to
14 appeal defendant's conviction on the offense to which defendant is
15 pleading guilty. Defendant understands that this waiver includes,
16 but is not limited to, arguments that the statute to which defendant
17 is pleading guilty is unconstitutional, and any and all claims that
18 the statement of facts provided herein is insufficient to support
19 defendant's plea of guilty.

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 18. Defendant agrees that, provided the Court imposes a term of
22 imprisonment within or below the range corresponding to an offense
23 level of 18 and the criminal history category calculated by the
24 Court, defendant gives up the right to appeal all of the following:
25 (a) the procedures and calculations used to determine and impose any
26 portion of the sentence with the exception of the Court's
27 determination of the criminal history category; (b) the term of
28 imprisonment imposed by the Court with the exception of the Court's

determination of the criminal history category; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$1,032,852.74; (f) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

19. The USAO agrees that, provided all portions of the sentence are at or below the statutory maximum specified above, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the amount of restitution ordered if that amount is less than \$1,032,852.74.

RESULT OF WITHDRAWAL OF GUILTY PLEA

20. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing

1 commencing any such action; and (ii) defendant waives and gives up
2 all defenses based on the statute of limitations, any claim of pre-
3 indictment delay, or any speedy trial claim with respect to any such
4 action, except to the extent that such defenses existed as of the
5 date of defendant's signing this agreement.

6 EFFECTIVE DATE OF AGREEMENT

7 21. This agreement is effective upon signature and execution of
8 all required certifications by defendant, defendant's counsel, and an
9 Assistant United States Attorney.

10 BREACH OF AGREEMENT

11 22. Defendant agrees that if defendant, at any time after the
12 signature of this agreement and execution of all required
13 certifications by defendant, defendant's counsel, and an Assistant
14 United States Attorney, knowingly violates or fails to perform any of
15 defendant's obligations under this agreement ("a breach"), the USAO
16 may declare this agreement breached. All of defendant's obligations
17 are material, a single breach of this agreement is sufficient for the
18 USAO to declare a breach, and defendant shall not be deemed to have
19 cured a breach without the express agreement of the USAO in writing.
20 If the USAO declares this agreement breached, and the Court finds
21 such a breach to have occurred, then: (a) if defendant has previously
22 entered a guilty plea pursuant to this agreement, defendant will not
23 be able to withdraw the guilty plea and (b) the USAO will be relieved
24 of all its obligations under this agreement.

25 23. Following the Court's finding of a knowing breach of this
26 agreement by defendant, should the USAO choose to pursue any charge
27 that was not filed as a result of this agreement, then:
28

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 24. Defendant understands that the Court and the United States
23 Probation and Pretrial Services Office are not parties to this
24 agreement and need not accept any of the USAO's sentencing
25 recommendations or the parties' agreements to facts or sentencing
26 factors.

27 25. Defendant understands that both defendant and the USAO are
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the
2 Court, (b) correct any and all factual misstatements relating to the
3 Court's Sentencing Guidelines calculations and determination of
4 sentence, and (c) argue on appeal and collateral review that the
5 Court's Sentencing Guidelines calculations and the sentence it
6 chooses to impose are not error, although each party agrees to
7 maintain its view that the calculations in paragraph 12 are
8 consistent with the facts of this case. While this paragraph permits
9 both the USAO and defendant to submit full and complete factual
10 information to the United States Probation and Pretrial Services
11 Office and the Court, even if that factual information may be viewed
12 as inconsistent with the facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

15 26. Defendant understands that even if the Court ignores any
16 sentencing recommendation, finds facts or reaches conclusions
17 different from those agreed to, and/or imposes any sentence up to the
18 maximum established by statute, defendant cannot, for that reason,
19 withdraw defendant's guilty plea, and defendant will remain bound to
20 fulfill all defendant's obligations under this agreement. Defendant
21 understands that no one -- not the prosecutor, defendant's attorney,
22 or the Court -- can make a binding prediction or promise regarding
23 the sentence defendant will receive, except that it will be within
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 27. Defendant understands that, except as set forth herein,
27 there are no promises, understandings, or agreements between the USAO
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 28. The parties agree that this agreement will be considered
5 part of the record of defendant's guilty plea hearing as if the
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF
10 CALIFORNIA

10 E. MARTIN ESTRADA
11 United States Attorney

12 

13 JENNIFER L. WAIER
14 Assistant United States Attorney

08/01/2024

Date

15 

16 LUIS A. ROMERO
17 Defendant

Date

07/15/24

18 


19 ANDREA JACOBS
20 Deputy Federal Public Defender
21 Attorney for Defendant
22 LUIS A. ROMERO

7/16/2024

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



LUIS A. ROMERO
Defendant

07/15/24

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am LUIS A. ROMERO's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



ANDREA JACOBS
Deputy Federal Public Defender
Attorney for Defendant
LUIS A. ROMERO

07/16/2024

Date